

# Tentative Agreement Summary



In May 2018, SDEA members voted to ratify a new union contract. The contract term is in effect through June 30, 2020. The contract called for mid-term "reopener bargaining."

**Reopener bargaining was limited to 3 areas: (1) Pay, (2) Mild/Moderate special education staffing, and (3) Safety.**

## Pay

**3.7% pay raise effective Jan. 1, 2020** (Feb. 1, 2020 for those on 10-month pay schedules)

### **Annual longevity stipend of \$2500 effective in 2020-21**

The longevity stipend is paid on a monthly, prorated basis. The stipend counts towards CalSTRS pension credit.

Most educators qualify for this stipend after they've been at Step 17 of the pay scale for six years. If you started on Step 1, that means after 22 years. If you started at a higher step, the wait won't be as long.

Speech Language Pathologists and School Psychologists qualify for this stipend with 22 or more years (220 months) of creditable experience. Creditable experience includes experience both in and out of San Diego Unified, including private sector experience. This rule is intended to award you for experience you have that you may not have been credited for in your initial placement on the pay scale.

Early Childhood Educators' rules for qualifying for a longevity stipend have not changed. However, the amount of the stipend after 22 years of experience is increased from \$2153 to \$2500 effective June 30, 2020. This Tentative Agreement means that SDUSD will start paying Early Childhood Educators the longevity stipend again. The Unfair Labor Practice charge that SDEA filed against SDUSD over past failure to pay the stipend remains, and continues through litigation.

Military Science educators' rules for qualifying for a longevity stipend have not changed. However, the amount of the stipend after 22 years of experience is increased from \$2144 to \$2500 effective June 30, 2020.

## Mild/Moderate Special Education Staffing

### Effective in 2019-20

#### **One job title of Mild/Moderate Education Specialist — no more Resource Specialist**

There will be no more Resource Specialist job title, which means that SDUSD cannot change an Education Specialist with a caseload of 20 to a Resource Specialist just to increase their caseload to 24. There are approximately 8 identified Resource Specialists who don't have a credential to be an Education Specialist, and this Tentative Agreement protects them and their jobs.

#### **SDUSD must hire 26+ more Mild/Moderate Education Specialists**

SDUSD must hire at least 26 additional full-time equivalency (FTE) Mild/Moderate Education Specialists for the start of the 2019-20 school year.

#### **Staffing allocation of 20:1**

Mild/Moderate Education Specialists will be allocated to sites based on a formula of one full-time Mild/Moderate Education Specialist for every 20 mild/moderate students.

#### **Automatic payment penalty if caseload is over 20**

If a Mild/Moderate Education Specialist is the case manager of 21 or 22 students for more than ten consecutive workdays, they will receive a monthly payment of \$324. The payment will continue unless and until the caseload is dropped to 20 or less.

#### **Automatic staffing allocation if caseload is 23 or more**

If a Mild/Moderate Education Specialist is the case manager of 23 or more students for more than ten consecutive workdays, the site will receive an additional proportional staffing allocation.

Read the full text of the Tentative Agreement at [sdea.net](http://sdea.net)

# Tentative Agreement Summary



## **Mild/Moderate Special Education Staffing (cont.)**

### Effective in 2020-21

#### **Hard caseload cap of 20 for Mild/Moderate Education Specialists**

Instead of a provision that says that SDUSD "must attempt to maintain" caseloads for Mild/Moderate Education Specialists, there will be a hard cap or limit of 20 that will be effective in the 2020-21 school year.

#### **Additional help for PPPSS and initial assessments**

If a Mild/Moderate Education Specialist has a full caseload, and has completed four initial and/or PPPSS assessments in that school year, for the remainder of the school year additional assessments must be assigned to an Education Specialist whose caseload is not full, or to temporary staff.

If staffing relief isn't provided within ten workdays, then the Education Specialist is entitled to either (a) up to 8 hours of release time, or (b) up to 8 hours' pay for completing the assessment at the non-classroom hourly rate. The Education Specialist is entitled to choose between those options.

#### **No more than 3 school sites**

Mild/Moderate Education Specialists in multiple assignment positions cannot be assigned to more than three sites at once.

#### **Caseload monitoring**

SDUSD will monitor caseloads on a regular basis, just like general education class size is monitored.

## **Safety**

#### **Timeline for maintenance and custodial requests**

Acknowledgement of receipt of maintenance or custodial request forms must be made within five workdays. Requests must be resolved within 15 workdays. If the request cannot be resolved within 15 workdays, a plan and timeline of anticipated completion dates must be reviewed with the unit member who made the request and the site administrator. All requests must be resolved within a reasonable period of time.

#### **External gate keys and keys to workspaces**

Every SDEA unit member is now entitled to all external gate keys at their worksite, plus any and all keys necessary to enter and exit their respective workspaces.

#### **Communication**

There must be a phone in every classroom and SDEA unit member workspace with emergency phone instructions posted adjacent. Every SDEA unit member is now entitled to a walkie-talkie, too. All schools must have a functioning two-way communication system that enables communication in case of emergency by Dec. 31, 2019. All schools must have a functioning intercom system by Dec. 31, 2024.

#### **Active Shooter Response Training**

SDUSD must provide Options Based Response Tactics and Training to every site by Dec. 31, 2019, or another training approved by the school board to take its place. This training must be provided on an ongoing basis so that new employees aren't left out.

#### **Must provide supports for continued student behavior issues**

Previously the union contract said that in the case of continued student behavior issues, SDUSD *may* provide additional supports. But now that is a "must." If the affected educator requests training, including Pro-ACT, it must be provided.

#### **Notification of students with past violent behavior**

Site administrators must notify those who have a student assigned to their class who has a documented history of violent behavior, or who the administrator knows to have had past violent behavior. Similar notification must be made if a student is assigned to a class or to a caseload and the student has been convicted of a serious offense.

# Tentative Agreement Summary



## Safety (cont.)

### Support in case of overturned expulsion recommendation

If a recommendation for expulsion is not accepted or is overturned, before the student returns to the site, a District administrator must meet with the site to determine supports to be provided to ensure the safety of the student and school community.

### Shared decision-making input for Measure YY safety improvements

Site Governance Teams (SGT) can prioritize safety improvements for their school and submit those priorities to SDUSD Facilities, Planning and Construction Department by Dec. 31, 2019. If there is no SGT, the principal must hold a school input session.

### Filing police reports on students no longer required for damage reimbursement

Previously SDUSD required educators seeking reimbursement for property damage caused by a student to file a police report against the student. That is no longer required except in the case of motor vehicle damage.

---

## Now it's time for SDEA members to vote!

**Because SDEA is a democratic union, members must vote** on whether this Tentative Agreement will be implemented, or if the bargaining teams should return to the table.

**Voting is limited to those who choose to be SDEA members.** All San Diego Unified educators receive the benefits and protections of the SDEA union contract. However, in order to vote on a contract, you must be a member. If you haven't yet signed the [SDEA Membership Commitment](#) to join, you can do that now so you can vote.

**The voting window is July 8 – 19, 2019.**

**Voting will take place online and at the SDEA building.** When voting opens, you'll receive an email at your personal email address on file with SDEA with a link to vote securely. If you do not receive the email, or if you prefer, you can vote in person at the SDEA building 8AM—5PM, Monday—Friday.

**If the Tentative Agreement is approved,** improvements in pay, mild/moderate special ed. staffing, and safety conditions will go into effect.

**If the Tentative Agreement is not approved,** the bargaining teams will go back to the table. **No improvements will go into effect unless and until an agreement is reached.** SDEA members must take action to pressure SDUSD decision-makers to reach a better deal. We cannot legally go on strike.

**SDEA members bargain for a new union contract next year.** Our current union contract is in effect until June 30, 2020. If the Tentative Agreement is approved, it will amend our current contract. Bargaining for a new union contract – which includes all aspects of pay, benefits, and our working conditions – begins in fall 2019.